

**AGREEMENT**

**Between**

**BURLINGTON COUNTY BRIDGE COMMISSION**

**And**

**LOCAL 194A, INTERNATIONAL FEDERATION OF  
PROFESSIONAL AND TECHNICAL ENGINEERS,  
AFL-CIO**

**MAINTENANCE AND DISPATCH EMPLOYEES**

**October 1, 2014 through September 30, 2018**

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## **Preamble**

THIS AGREEMENT entered into this \_\_\_\_ day of April, 2017 by and between the BURLINGTON COUNTY BRIDGE COMMISSION, in the County of Burlington, hereinafter called the "Commission", and LOCAL 194A, INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, AFL/CIO, hereinafter called the "Association", represents the complete and final understanding on all negotiable issues between the Commission and the Association (the "Commission" and "Association" together the "Parties").

## **ARTICLE 1 -Recognition**

SECTION 1. The Commission recognizes the Association as the majority representative, of the permanent (regular) Maintenance and Dispatch employees in accordance with and pursuant to Chapter 303, P.L. 1968 (N.J.S.A. 34:13A-1 et seq.). All part-time, probationary and administrative employees are excluded.

SECTION 2. It is further recognized that the Commission derives its authority and operates in conformance with N.J.S.A. 27:19-26 et seq., and the employees of the Commission are public employees under this authority and, as such, are covered under the Public Employees' Retirement System under the appropriate section of N.J.S.A. 43:15A-1 et seq.

SECTION 3. Temporary personnel are defined as seasonal, short term, or limited duty employees who do not normally have regular hours of work, predetermined work days or work assignments. They are not eligible for, entitled to, the fringe benefits granted to permanent employees.

## **ARTICLE 2 - Intent and Purpose**

SECTION 1. It is the intent and purpose of the Parties hereto, in entering into this Agreement, to maintain and promote harmonious relations and close cooperation between the Commission and its employees and to set forth herein the entire agreement to be observed by the Parties hereto covering terms and conditions of employment.

SECTION 2. The Commission and the Association agree that there shall be no discrimination against any employee because of race, creed, color, age, religion, sex, national origin or political affiliation.

SECTION 3. The Commission and the Association agree that all employees covered under this Agreement have the right, without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Commission or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

## **ARTICLE 3 - Hours of Work and Overtime**

SECTION 1. The Commission, in its sole discretion, shall regulate the hours of work, the type of shifts, the classification and the number of employees assigned to the various shifts,

in conformity with this Agreement. Except where not possible because of emergency, the Executive Director or his/her designee will notify the Association in advance of any such changes.

SECTION 2. The normal work week for Maintenance employees on both bridges shall be forty (40) hours consisting of five (5) eight (8) hour work days, excluding one-half (1/2) hour lunch period (7:30 a.m. - 4:00 p.m., Monday through Friday) and subject to the provisions of Section I of this Article.

The normal work week for Dispatch employees shall be 12 hour shifts, 6a-6p or 6p-6a with employees working forty-two (42) hours each week in an eighty-four (84) hour "Dispatch Pay Period", as scheduled to mirror the police schedule. The Dispatch Pay Period shall run Sunday through Saturday (varied start/finish times). Each work shift shall include a three-quarter (3/4) hour lunch break. Each employee's work shift shall be determined by a schedule indicating his/her initial and concluding tour. Special shifts will be established as necessary. Listed below is the standard shift:

	S	M	T	W	R	F	S
WEEK 1	W	O	O	W	W	O	O
WEEK 2	O	W	W	O	O	W	W

(RETURN TO WEEK 1 SCHEDULE)

W = WORK  
O = OFF

SECTION 3. If a vacancy occurs because of sickness, vacation, personal time or absence of an employee, or if additional employees are needed, the Commission reserves the right to use part-time employees to fill such a vacancy. Every possible effort shall be made to keep the overtime equal among the employees of the Maintenance Department and Dispatch employees consistent with the skills needed, as determined by supervision and as dictated by emergency conditions. The Departments shall maintain up-to-date overtime lists. An employee refusing overtime offered to him/her in his/her turn, according to the overtime list, will be charged on the list with the hours offered. Failure to respond to the communication by the Department within ten minutes shall be considered a refusal. An employee already scheduled for work during the overtime hours shall not be charged on the overtime list. The Commission shall be solely responsible for determining overtime requirements.

SECTION 4. All Maintenance and Dispatch employees are eligible to receive overtime pay ("Overtime Pay"). Maintenance employees are eligible to receive snow pay ("Snow Pay"). Overtime Pay will be paid at 1.5 times the regular rate. Snow Pay will be paid at 2.0 times the regular rate.

For the purpose of calculating overtime pay on a daily basis, Maintenance employees will be paid Overtime Pay when he/she has worked over their regular scheduled eight (8) hour day and for hours worked over forty (40) hours during the scheduled week, based on a calendar week of Sunday through Saturday. For the purpose of calculating overtime pay on a daily basis, Dispatch

employees will be paid Overtime Pay when he/she has worked over their regular scheduled twelve (12) hour day and for hours worked over forty (40) hours during the scheduled week, based on a calendar week of Sunday through Saturday. Dispatch employees have varied start and finish times as set forth in Section 2 above.

Overtime hours paid on a daily basis are not to be used in calculating the weekly overtime hours. For purposes of this section, all paid leave time shall be considered time worked. Unauthorized absences and leave time without pay shall not be considered as time worked. Overtime Pay will not be paid for any consecutive hours worked in excess of eight (8) hours when the extra hours are requested by the Maintenance employee. Overtime Pay will not be paid for any consecutive hours worked in excess of twelve (12) hours when the extra hours are requested by the Dispatch employee.

SECTION 5. When a Maintenance employee is absent on a workday for Sick Time, Vacation, Personal Time or excused absence, credit of eight (8) hours will be given towards hours worked except when an employee is scheduled for less than eight (8) hours he/she will be paid for hours scheduled and charged sick, vacation or personal accordingly.

When a Dispatch employee is absent on a work day for Sick Time, Vacation, Personal Time or excused absence, credit of twelve (12) hours will be given towards hours worked except when an employee is scheduled for less than twelve (12) hours he/she will be paid for the hours scheduled and charged time off accordingly. In the event of illness the Dispatcher shall notify Commission Authority a minimum two (2) hour notice before his/her scheduled shift.

Employees scheduled to work forty hours and, for reasons of Sickness, Vacation, Personal Time or excused absence, work less than forty hours will be credited and paid for the scheduled hours as appropriate; provided that, said employee has the paid-time off available. If the employee does not have the time, he/she will be paid only for hours worked.

SECTION 6. Maintenance and Dispatch employees who are called in for non-scheduled work will be guaranteed a minimum of 4 hours Overtime Pay, unless the time worked overlaps their regularly scheduled work hours, in which case, employees will be paid Overtime Pay only for the hours worked prior to their regularly scheduled shift.

SECTION 7. Maintenance employees called in for snow or ice removal duty shall be paid for hours actually worked, but will be guaranteed a minimum of four (4) hours Snow Pay for hours worked outside their regular scheduled work hours.

SECTION 8. For Maintenance employees, a designated split shift is defined as: a divided work day of a stipulated number of hours, (normally less than eight (8) hours). An employee working a designated split shift will be paid one (1) extra hour more than the stipulated split shift at straight time; this is to compensate for the inconvenience and added expense of reporting to work more than once a day. Overtime Pay for these employees will be paid at a rate

of time and one-half for all hours physically worked in excess of seven (7) hours. The special compensation hour shall always be counted as one (1) straight time hour.

## **ARTICLE 4 - Seniority**

SECTION 1. Seniority is defined as the length of an employee's accumulated, continuous, permanent employment with the Commission.

SECTION 2. An employee shall cease to have seniority rights and his/her services shall be terminated by:

- (a) Voluntary quitting, or
- (b) Justifiable discharge

SECTION 3. A new employee ("New Employee") shall be considered as a probationary employee ("Probationary Employee") from the date he/she is hired as a full-time employee until the full probation of six (6) months has been successfully completed ("Probation Period"). Any such probationary employee may be terminated or laid off at any time at the discretion of the Executive Director, or an agent appointed by the Executive Director, and no appeal or review shall be permitted.

SECTION 4. When a permanent employee of the Commission, who completes the Probation Period and, is transferred to the Maintenance or Dispatch department for full-time employment, he/she will be considered a new employee on Probation as set forth in this Article, and his/her seniority in the department shall commence as of the date of his/her transfer to the department. If the employee does not successfully complete probationary requirements, the employee shall be returned to his/her former department with no loss of seniority or benefits.

SECTION 5. A New Employee on Probation has no Seniority during this period. As a New Employee on Probation, the employee will be entitled to participate in pension benefits/contributions immediately and, beginning on the first day of the month after completion of 60 days of full-time employment, be permitted to participate in the Commission's health insurance benefits plan.

SECTION 6. After a New Employee has completed his/her probationary requirements, his/her seniority will commence as of the date he/she was hired. However, seniority will commence as of the date his/her appointment to full-time status in the new department with all due consideration in the future for time and grade in that department.

SECTION 7. In the case of layoffs, automation or cutbacks of employment or other conditions which necessitate the reduction of employees affected and covered by this Agreement, the Commission agrees to abide by the seniority rule that the employee with the lowest departmental seniority will be the first employee to be laid off. However, should the employee with the lowest seniority be in a skilled position which is required by the Commission, said employee may be bypassed. The Commission will attempt, but is not required, to place any employee to be laid off in another position. The Commission further agrees that, in the event of

a recall in the department, the last person laid off will be the first to be recalled for employment in the department.

SECTION 8. An employee's "Calendar Anniversary Date" shall be the same date as his/her date of hire ("Date of Hire"), unless changed by a promotion or work status. Anniversary Date for contractual raises and incremental steps (Steps are eliminated effective in Year 3 of the Contract as set forth herein) shall be October 1<sup>st</sup> of each Contract Year which shall be defined as each fiscal year that coincides with this contract. For Year 1 and Year 2 of the Contract, employees still moving in the salary guide steps will only receive the incremental step raise annually on October 1<sup>st</sup> of the Contract Year and employees at the top salary guide step will receive the agreed percentage raise on October 1<sup>st</sup> of that contractual year.

## **ARTICLE 5 - Promotions**

SECTION 1. It is agreed the Commission retains the right to maintain efficiency of the operations by determining the methods, the means, and the personnel by which such operations are conducted. The Commission may, within its discretion to achieve these aims, promote from within the bargaining unit the employee who is physically qualified and has the highest proficiency and skill available to perform the job.

SECTION 2. The Commission will post all vacancies in Tolls, Dispatch and Maintenance at both bridges, and will permit employees to bid for such vacancies before hiring from outside the Commission. At all times, the Commission will solely determine both qualifications needed for the job, and the suitability of each candidate.

SECTION 3. With respect to the posting and bidding for all vacancies, posting shall contain the following:

- (a) Job Title and Eligibility Requirements;
- (b) Job Location; and
- (c) Expiration Date.

Job postings shall be:

- (a) For a minimum of five (5) days; and
  - (1) Awarded by seniority if the senior applicant:
    - is physically able to perform the vacant job; and
  - (2) is otherwise qualified for the position; and
  - (3) has not habitually used more than forty (40) hours per year of his or her available sick time, provided that time off charged to the Federal Family and Medical Leave Act or the New Jersey Family Leave Act will not be counted against an applicant; and
  - (4) for Maintenance Employees, received a minimum score of 70 on his or her preceding performance evaluation, using the Maintenance Review Criteria; and
- (b) For a starting rate of pay that is the rate next higher to the applicants on the wage scale of the new position.

SECTION 4. The Commission agrees to notice any job openings for entry level and non-supervisory administrative positions at the Commission so that every current employee might have the opportunity to indicate to management their desire to be considered for that position. However, management reserves the right to fill that position with the individual, whether a current employee or not, who they consider to be the most appropriate for the available position.

## **ARTICLE 6 - Rates of Pay**

SECTION 1. New rates of pay are set forth in Section 6 and include all negotiated adjustments, changes and modifications.

- a) All Steps are permanently eliminated effective the 1<sup>st</sup> day of the third year of this agreement (October 1, 2016 through September 30, 2017, "Year 3" of the Contract). In Year 3 of the Contract, all employees that were hired before January 1, 2014 shall move to the last Step in the scale; all employees hired after January 1, 2014 shall move to the Step that would be effective in Year 4 of the Contract.
- b) In the 4<sup>th</sup> year of this agreement, the pay increase shall be one and three-quarters percent (1.75%) of the hourly rate (October 1, 2017 through September 30, 2018, "Year 4" of the Contract)

### **SECTION 2.**

- a) All new hires into the Maintenance Department must be able to climb when so required.
- b) Maintenance employees shall be evaluated prior to the contract Anniversary Date (before September 30) in accordance with the "Maintenance Review Criteria" as attached hereto as "Attachment A". Dispatch employees will be evaluated during the same period as members of the Police Department using a similar form. For Year 1 and Year 2 of the Contract, if the Maintenance employee (still in the contract wage scale/steps) achieves a review of 59.3 or higher, he/she will move up to the next higher increment within his/her job title. If said employee achieves a review of less than 59.3, he/she will remain at his/her current wage and shall thereafter be reviewed on or before the next Anniversary date of the contract.
- c) For Year 1 and Year 2 of the contract, new employees shall advance to Step #1 of the Wage Scale at the end of their six (6) month probationary period and proceed along the wage scale. Effective in Year 3 of the Contract employees hired shall receive the probationary rate until they successfully complete probationary requirements and 6 months of qualified employment.
- d) Reviews will continue each year for all employees until they have attained the highest step in their job title wage scale.
- e) During a review year, employees will be interviewed from time to time with their supervisor(s) and union representative. Any document or documents resulting from these interviews will be provided to the employee and the union and such documents shall be a part of the annual review process.



- f) SECTION 3. The "Contract Cycle" October 1<sup>st</sup> through September 30<sup>th</sup> coincides with the fiscal year of the Commission. All employees except those on Probation receive only one increase per year on October 1<sup>st</sup>.

SECTION 4. CLIMBING PAY. In addition to the employee's regular straight time hourly rate of pay, climbing pay will be paid to the Maintenance employees working while suspended under the bridges from abutment to abutment and the steel above the roadbed of the Burlington Bridge, and on the arch of the Palmyra Bridge, greasing the steep operating cables of the Burlington Bridge lift. Work in the machinery room on both Bridges or on catwalks and other protected areas will not be eligible for climbing pay. Whenever a difference of opinion arises as to what jobs will be granted climbing pay, the Executive Director, or the Executive Director's designee, in his/her sole discretion, will decide. Climbing pay will be \$4.00 per hour and shall be paid for a minimum of four (4) hours.

SECTION 5. LONGEVITY. For each Year 1 and Year 2 of the contract, eligible employees shall receive their longevity payments over the course of 26 pay periods in the calendar year consistent with the terms of the prior Contract. Longevity shall be permanently terminated in Year 3 of the Contract. It is important to note that for the avoidance of doubt and confusion the Commission and Association understand and agree that the Wage Scale has been adjusted to reflect permanent elimination of Longevity.

LONGEVITY		2014-2015	2015-2016
(a)	Employees with 5 to 9 years of service shall receive:	\$ 850	\$ 850
(b)	Employees with 10 to 14 years of service shall receive:	\$ 1,050	\$ 1,050
(c)	Employees with 15 to 19 years of service shall receive:	\$ 1,250	\$ 1,250
(d)	Employees with 20 years or more of service shall receive:	\$ 1,450	\$ 1,450

#### SECTION 6: RATES OF PAY

##### Rates for Maintenance employees hired BEFORE January 1, 2014

Job Leader		1	2	3	4	5	6
2014-2015		33.93	34.18	34.43	34.69	34.94	35.20
2015-2016		33.93	34.18	34.43	34.69	34.94	35.20
2016-2017		37.30	37.56	37.82	38.09	38.36	38.63
2017-2018		37.95	38.22	38.48	38.76	39.03	39.30
Electrician /Electrician Technician		1	2	3	4	5	6
2014-2015		33.87	34.12	34.37	34.62	34.88	35.14
2015-2016		33.87	34.12	34.37	34.62	34.88	35.14
2016-2017		36.24	36.50	36.76	37.02	37.29	37.57

2017-2018		36.87	37.14	37.40	37.67	37.95	38.22
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Utility Person/Equip Mechanic		1	2	3	4	5	6
2014-2015		31.81	32.05	32.28	32.52	32.76	33.00
2015-2016		31.81	32.05	32.28	32.52	32.76	33.00
2016-2017		34.08	34.33	34.57	34.83	35.08	35.33
2017-2018		34.68	34.93	35.18	35.43	35.69	35.95
Maintenance Person		1	2	3	4	5	6
2014-2015		30.86	31.09	31.32	31.55	31.78	32.02
2015-2016		30.86	31.09	31.32	31.55	31.78	32.02
2016-2017		33.09	33.33	33.57	33.81	34.05	34.30
2017-2018		33.67	33.91	34.16	34.40	34.65	34.90

Laborer/Custodian		1	2	3	4	5	6
2014-2015		22.46	22.63	22.79	22.96	23.13	23.30
2015-2016		22.46	22.63	22.79	22.96	23.13	23.30
2016-2017		24.31	24.48	24.65	24.83	25.01	25.18
2017-2018		24.73	24.91	25.08	25.26	25.44	25.63

**Rates for Dispatch employees hired BEFORE January 1, 2014**

2014-2015	\$24.82	\$25.00	\$25.19	\$25.37	\$25.56	\$25.75
2015-2016	\$ 24.82	\$ 25.00	\$ 25.19	\$ 25.37	\$ 25.56	\$ 25.75
2016-2017	\$ 27.08	\$ 27.27	\$ 27.47	\$ 27.66	\$ 27.86	\$ 28.06
2017-2018	\$ 27.56	\$ 27.75	\$ 27.95	\$ 28.14	\$ 28.35	\$ 28.55

# **Rates for Maintenance employees hired on or AFTER January 1, 2014**

Job Leader	Probation	1	2	3	4	5	6	7
2014-2015	\$ 24.90	\$ 26.20	\$ 28.70	\$ 29.20	\$ 29.71	\$ 30.23	\$ 30.76	\$ 31.30
2015-2016	\$ 24.90	\$ 26.20	\$ 28.70	\$ 29.20	\$ 29.71	\$ 30.23	\$ 30.76	\$ 31.30
2016-2017	\$ 26.10	\$ 29.28	\$ 31.90	\$ 32.43	\$ 32.96	\$ 33.51	\$ 34.06	\$ 34.63
2017-2018	\$ 26.56	\$ 29.80	\$ 32.46	\$ 33.00	\$ 33.54	\$ 34.10	\$ 34.66	\$ 35.24
Electrician/ Electrician Tech	Probation	1	2	3	4	5	6	7
2014-2015	\$ 24.00	\$ 25.20	\$ 27.65	\$ 28.13	\$ 28.63	\$ 29.13	\$ 29.64	\$ 30.16
2015-2016	\$ 24.00	\$ 25.20	\$ 27.65	\$ 28.13	\$ 28.63	\$ 29.13	\$ 29.64	\$ 30.16
2016-2017	\$ 25.10	\$ 27.17	\$ 29.73	\$ 30.23	\$ 30.76	\$ 31.28	\$ 31.81	\$ 32.36
2017-2018	\$ 25.54	\$ 27.65	\$ 30.25	\$ 30.76	\$ 31.30	\$ 31.83	\$ 32.37	\$ 32.92
Utility Person/Equip Mechanic	Probation	1	2	3	4	5	6	7
2014-2015	\$ 22.55	\$ 23.70	\$ 25.98	\$ 26.43	\$ 26.90	\$ 27.37	\$ 27.85	\$ 28.33
2015-2016	\$ 22.55	\$ 23.70	\$ 25.98	\$ 26.43	\$ 26.90	\$ 27.37	\$ 27.85	\$ 28.33
2016-2017	\$ 23.58	\$ 25.60	\$ 27.99	\$ 28.46	\$ 28.95	\$ 29.44	\$ 29.94	\$ 30.44
2017-2018	\$ 23.99	\$ 26.05	\$ 28.48	\$ 28.96	\$ 29.46	\$ 29.96	\$ 30.47	\$ 30.98
Maintenance Person	Probation	1	2	3	4	5	6	7
2014-2015	\$ 21.90	\$ 23.00	\$ 25.20	\$ 25.64	\$ 26.09	\$ 26.55	\$ 27.01	\$ 27.48
2015-2016	\$ 21.90	\$ 23.00	\$ 25.20	\$ 25.64	\$ 26.09	\$ 26.55	\$ 27.01	\$ 27.48
2016-2017	\$ 22.90	\$ 24.87	\$ 27.17	\$ 27.63	\$ 28.10	\$ 28.58	\$ 29.06	\$ 29.56
2017-2018	\$ 23.30	\$ 25.31	\$ 27.65	\$ 28.11	\$ 28.59	\$ 29.08	\$ 29.57	\$ 30.07

Laborer/ Custodian	Probation	1	2	3	4	5	6	7
2014-2015	\$ 15.80	\$ 16.70	\$ 18.34	\$ 18.66	\$ 18.99	\$ 19.32	\$ 19.66	\$ 20.00
2015-2016	\$ 15.80	\$ 16.70	\$ 18.34	\$ 18.66	\$ 18.99	\$ 19.32	\$ 19.66	\$ 20.00
2016-2017	\$ 16.52	\$ 18.28	\$ 20.00	\$ 20.33	\$ 20.68	\$ 21.02	\$ 21.38	\$ 21.73
2017-2018	\$ 16.81	\$ 18.60	\$ 20.35	\$ 20.69	\$ 21.04	\$ 21.39	\$ 21.75	\$ 22.11

**Dispatch Employees hired after on or AFTER January 1, 2014**

	Probation	1	2	3	4	5	6	7
2014-2015	\$ 20.00	\$ 21.00	\$ 22.50	\$ 22.89	\$ 23.29	\$ 23.70	\$ 24.12	\$ 24.54
2015-2016	\$ 20.00	\$ 21.00	\$ 22.50	\$ 22.89	\$ 23.29	\$ 23.70	\$ 24.12	\$ 24.54
2016-2017	\$ 20.91	\$ 23.09	\$ 24.66	\$ 25.07	\$ 25.48	\$ 25.91	\$ 26.35	\$ 26.79
2017-2018	\$ 21.28	\$ 23.49	\$ 25.09	\$ 25.50	\$ 25.93	\$ 26.37	\$ 26.81	\$ 27.26

Contract Year 3 New Hire Rates		Probation 95% of Rate	Rate
Job Leader		\$27.82	\$29.28
Electrician and Electrician Tech		\$25.60	\$27.17
Utility Person and Equipment Mechanic		\$24.32	\$25.60
Maintenance Person		\$23.63	\$24.87
Labor/Custodian		\$17.37	\$18.28
Dispatcher		\$21.94	\$23.09

## **ARTICLE 7 - Holidays and Holiday Pay**

SECTION 1. The Commission recognizes the following Holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	General Election
Good Friday	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Independence Day	Christmas Day
Labor Day	

SECTION 2. Maintenance employees scheduled off on the Holiday shall receive one day's pay (eight (8) hours) for the Holiday. Dispatch employees scheduled off on the Holiday shall receive one day's pay (twelve (12) hours) for the Holiday.

SECTION 3. Maintenance employees who work on a Holiday shall be paid Overtime Pay for work performed in addition to one day's pay (eight (8) hours) for the Holiday. Dispatch employees who work on a Holiday shall be paid Overtime Pay for work performed in addition to one day's pay (twelve (12) hours) for the Holiday.

SECTION 4. Employees scheduled to work on a Holiday and having an authorized absence because of sickness on that day shall receive one day's pay only, and no other form of compensation, and be charged with Sick Time, as appropriate.

However, an employee absent for hospitalization or for convalescence following hospitalization will be paid Holiday Pay for holidays so long as he/she is eligible to receive Sick Time benefits under the Commission's Health Insurance Policy as defined below. The employee will also receive Sick pay so long as he/she has Sick Time available.

SECTION 5. Holiday pay will not be paid to any employee on a leave of absence without pay or who is on a suspended status.

SECTION 6. An employee having an unauthorized absence on the last scheduled work day before any Holiday, the Holiday, or on the first scheduled work day after any Holiday, shall forfeit any pay for that day and the holiday pay for the Holiday. In case of illness, the Commission may require a doctor's note to constitute an authorized absence. In this case, the employee will be charged Sick Time, as appropriate.

SECTION 7. If a Holiday falls on a Saturday, Maintenance personnel shall only be off on Friday and receive Holiday pay for that day. If a Holiday falls on a Sunday they shall only be off on Monday and receive Holiday pay for that day.

## ARTICLE 8 - Vacation Time

SECTION 1. The highly specialized nature of our bridge operations require that vacations be granted to meet departmental needs.

SECTION 2. Vacation periods ("Vacation Time") shall coincide with the calendar year (January 1 to December 31). The initial date for determining vacation time will be the first day of the calendar month following the date of employment.

SECTION 3. When, in any calendar year, Vacation Time, or any part thereof, is not taken the unused vacation time will carry to the next calendar year. Any unused, carryover vacation time must be used by December 31, of the next succeeding calendar year. Any unused, carryover vacation time not used by December 31 of the succeeding calendar year shall be lost.

SECTION 4. Year 1 and 2 of the Contract shall follow the Vacation guidelines as set forth in Article 8 of the previous contract. Starting with Year 3 of the Contract vacation shall be granted in accordance with the following schedule:

Date of Hire until first January 1<sup>st</sup>: 8 hours Vacation Time per calendar month up to 96 hours  
January 1<sup>st</sup> following the employee's Date of Hire: 104 hours Vacation Time  
January 1<sup>st</sup> following the employee's 4th Calendar Anniversary Date: 136 hours Vacation Time  
January 1<sup>st</sup> following the employee's 9th Calendar Anniversary Date: 168 hours Vacation Time  
January 1<sup>st</sup> following the employee's 14th Calendar Anniversary Date: 184 hours Vacation Time  
January 1<sup>st</sup> following the employee's 19th Calendar Anniversary Date: 208 hours Vacation Time

Pursuant to the schedule set forth above, employee eligible vacation time shall be credited as of January 1<sup>st</sup> of each calendar year.

\*Employees with over 25 years of service as of the date of the signing of this contract shall continue to receive 240 vacation hours with pay which was effective with the preceding Contract. It is important to note that for the avoidance of doubt and confusion the Commission and Association understand and agree that 240 vacation hours has been permanently eliminated for current employees who have not attained more than 25 years of service at the time of this contract and for new employees hired after execution of this contract.

### SECTION 5.

(a) Vacations will be scheduled as requested, provided at least twenty-four (24) hour notice is given to a supervisor and it can be arranged without jeopardizing operations.

(b) In an emergency or special circumstance where notice as otherwise required under this Section cannot be given, an employee must, upon return to work, submit in writing, a request for deviation from applicable notice requirements. Payment for such time shall be subject to management approval or rejection.

- (c) No emergency request for Vacation Time will be approved until an employee has exhausted his/her Personal Time.

SECTION 6. If, upon separation from the Commission, an employee has authorized Vacation Time, he/she will receive vacation pay at the then present rate for such Vacation Time. For Year 1 and 2 of the Contract, vacation pay is based on one-twelfth (1/12) of the current year's vacation entitlement for each full month of service in the year of separation, less any vacation actually taken.

SECTION 7. Vacation Time shall not be accrued during periods of unpaid leave or suspensions of more than thirty (30) days.

## **ARTICLE 9 - Sick Time**

SECTION 1. In order to insure that employees are protected during periods of sickness, the Commission has provided that the pay of employees will be continued during periods in which they are incapacitated for work because of personal illness for allocated periods called "Sick Time". This Sick Time covers the individual concerned, only, and not members of his/her family. All employees are cautioned against using this Sick Time during periods when they are not sick. Violations of the use of Sick Time will lead to disciplinary action and persistent violation will constitute justifiable cause for dismissal.

SECTION 2. Leaves of absence with pay, including sick leave, may be granted for a variety of reasons, but must meet the approval of the Commission. In all cases of absenteeism, the Commission shall have the right to investigate reasons for absences or require substantiation of absences which, in its' opinion, merit verification to determine whether payment shall be granted.

SECTION 3. Year 1 and Year 2 of the Contract shall follow the Sick Time guidelines as set forth in Article 9 of the previous contract. Starting with Year 3 of the Contract Sick Time shall be granted in accordance with the following schedule:

Date of Hire until first January 1<sup>st</sup>: 8 hours Sick Time per calendar month up to 96 hours.

Thereafter, Maintenance employees shall receive (120 hours per year) which shall be posted each year on January 1<sup>st</sup> to the employee's benefit time account. Dispatch employees shall receive (144 hours per year) which shall be posted each year on January 1<sup>st</sup> to the employee's benefit time account.

SECTION 4. Sick Time will be cumulative. Sick Time shall accrue during paid sick leave and vacation. Employees on voluntary leave of absence, unpaid leave or suspension of more than 30 days will not accumulate Sick Time or Vacation Time. If an employee is sick (48) continuous work hours or more, a doctor's note will be required by the Commission.

SECTION 5. In case of chronic absenteeism or when certain patterns of absenteeism are developed by an employee, the Commission may require a physician's report relating to these patterns of chronic absences.

SECTION 6. In cases of prolonged illness, when an employee exhausts his/her current accrued sick leave, the employee may authorize the Commission's payroll department to use his/her accrued vacation time as Sick Time. The employee must file the appropriate form.

SECTION 7. Prescribed forms and other reasonable proofs of the causes for the use of sick leave may be required by the Commission when it considers such proofs to be necessary.

SECTION 8. In the event of illness or absence, employees shall call in before their regular reporting time. If the duration of the illness is not known, daily call-in for illness will be required.

SECTION 9. Accrued Sick Time will be added to the employee's accumulated Sick Time. When an employee, during a calendar year, uses sick leave in excess of the one hundred and twenty (120) sick hours for Maintenance employees and one hundred and forty-four (144) sick hours for Dispatch employees accrued during that calendar year, he/she will use accumulated Sick Time.

SECTION 10. Upon retirement, employees on the payroll as of April 1, 1998 shall be compensated for his/her accumulated sick leave at one hundred percent (100%) of the per diem rate of pay at the time of retirement for each accumulated sick leave day in an amount commensurate with the amount of sick time earned by that employee as of the date of the execution of this agreement. Sick time may be used by employees and may continue to be accumulated so that the employee may be eligible to receive the capped amount provided for under this section. Anyone hired after April 1, 1998 will be paid up to a \$15,000.00 maximum.

SECTION 11. An employee with at least 23 years of service with the Commission, who files and receives approval of his/her request to retire with not less than twenty-five years of service, may convert one-third of his/her accumulated unused sick leave to cash in each of his/her last three years of his service. In lieu of receiving cash payments, the employee may request the payments be transferred to his/her deferred compensation plan provided that this request is approved by the deferred compensation plan and other regulatory agencies including but not limited to the IRS. In either case, employees are still bound by the requirements stated in Section 9. This section may only be invoked by an employee who works three additional years from the time the employee receives Commission approval of his/her request to retire until the employee retires from the Commission.

SECTION 12. Upon the death of an employee, an employee's immediate family will receive, as a death benefit, compensation for the employee's accumulated sick leave calculated at the rate of one hundred (100%) percent of the per diem rate of pay as of October 1, 2012, except



that compensation for the employee's accumulated sick leave for employees hired after April 1, 1998, will be paid up to a maximum of \$15,000.

## **ARTICLE 10 - Personal Time**

SECTION 1. The initial date for determining Personal Time will be the first day of the calendar month following the Date of Hire with Maintenance employees earning 8 hours and Dispatch employees earning 12 hours of Personal Time for every 4 months worked. Effective Year 3 of the Contract, January 1<sup>st</sup> following the employee's first Anniversary Date, Personal Sick Time will be substituted with Personal Time. Three days of Personal Time (24 hours) per year may be used by Maintenance employees and three days Personal Time (36 hours) per year may be used by Dispatch employees; Personal Time can be used in conjunction with or in addition to Holidays and/or Vacation Time provided at least 24 hours advance notice is given to management. Personal Time shall coincide with the calendar year (January 1 to December 31).

SECTION 2. Personal Time must be used in 4 hour increments. Violations of the use of Personal Time may lead to disciplinary action and may constitute justifiable cause for dismissal.

SECTION 3. When, in any calendar year, Personal Time, or any part thereof, is not taken the employee may request that the Commission defer the unused Personal Time to the next calendar year. Any unused Personal time not used by December 31 of the succeeding calendar year shall be lost.

SECTION 4. If, upon separation from the Commission, an employee has authorized Personal Time, he/she will receive personal time pay at the then present rate for such Personal Time. When, in any calendar year, Personal Time, or any part thereof, is not taken by December 31<sup>st</sup>, such time shall be lost.

SECTION 5. Personal Time shall not be accrued during periods of unpaid leave or suspensions of more than thirty (30) days.

## **ARTICLE 11 - Absence – Death in Family**

SECTION 1. In the event of a death in the immediate family of a regular employee of the Commission, as many as five (5) bereavement days, with pay, with up to two (2) of those days being able to be used by the employee non-consecutively so long as the use of the non-consecutive bereavement days are taken within six months of the date of death. Extensions will be considered on an as-needed basis, not to be unreasonably withheld. By immediate family is meant spouse, mother, father, children, step-children, step-parent, siblings, step-sibling, and domestic and civil union partner as defined by New Jersey law.

SECTION 2. Three (3) bereavement days off with pay from time of death to the time of the funeral, will be allowed if the employee is attending the funeral of a mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandparent, or relative having domiciled in the employee's residence (with proof).

SECTION 3. One (1) bereavement day with pay, will be allowed if the employee is attending the funeral of an aunt, uncle, niece, or nephew.

SECTION 4. No employee shall receive a paid bereavement day for a day on which he or she was not scheduled to work.

SECTION 5. Probationary Employees are eligible to receive Death in Family benefits.

## **ARTICLE 12 - Military Leave and Jury Duty**

SECTION 1. An employee who leaves a position with the Commission in order to be inducted in the armed forces of the United States, who completes his/her term of service satisfactorily and who applies for reemployment within ninety (90) days of the date of discharge will, if still qualified to do the job, be reinstated in employment in accordance with the reemployment rights provisions of the Vietnam Era Veterans Readjustment Assistance Act of 1974, 38 U.S.C. S2021, et seq.

SECTION 2. An employee who is called to extended field training as a member of the National Guard or a reserve component of the Army, Navy, Marine Corps or Air Force may be granted up to a two (2) week leave of absence from his/her position without loss of pay in a calendar year, provided he/she makes a written request for such leave and provides to the Commission a copy of his/her military orders. Such leave may be extended for up to a total of fifteen (15) working days in a calendar year in the event such military leave is required and not voluntary on the part of the employee, and shall be approved only upon receipt of written military orders.

SECTION 3. An employee who is called into period of service in the National Guard or a reserve component of the Army, Navy, Marine Corps or Air Force for longer than two (2) weeks will be placed on leave without pay, provided the employee makes a written request for leave without pay and provides to the Commission a copy of his/her military orders. Upon completion of his/her period of service, the employee will be reinstated in accordance with the Vietnam Era Veterans Readjustment Assistance Act of 1974, 38 U.S.C. S2021, et seq. The Burlington County Bridge Commission will adhere to both Federal and State regulations concerning Military Leave.

SECTION 4. The Burlington County Bridge Commission will adhere to both Federal and State regulations concerning Military Leave.

SECTION 5. When an employee receives official notification to report for Jury Duty, he/she should immediately contact the Finance Department through his/her supervisor. The Finance Department will provide the proper form that must be processed in order to receive approval for Jury Duty Service and adjusted reimbursement. The Finance Department will process the official Jury Duty notification for purposes of payroll.

SECTION 6. When Jury Duty has been approved, the employee will receive his/her regular paycheck on his/her regular payday, with the understanding that, when he/she receives the "Jury Duty Hours and Mileage Check", he/she will assign it to the Commission for the proper per diem deductions owed to the Commission. The Finance Department will then issue the employee an "Adjustment Check" for any balance due including the mileage that was shown on the "Jury Duty Hours and Mileage Check".

SECTION 7. Employees will be scheduled to work on all days that they are not working on Jury Duty. However, in no event will an employee be required to work more than five (5) days in any one week, including any days served on Jury Duty. Work beyond forty (40) hours in a week shall be as provided for consistent with Article 3 of this Agreement.

SECTION 8. The form supplied by the Court for authorized Jury Duty shall be signed every week by the Court stipulating the dates of Jury Duty and the number of days served that week. Failure by an employee to report to his/her Department Head on days when he/she is excused from reporting for Jury Duty will result in a loss of Bridge pay.

SECTION 9. An employee will only be entitled to Jury Duty pay for a day in which: he/she was scheduled to work; and he/she was required to report for jury duty.

### **ARTICLE 13 - Union Dues and Agency Shop**

SECTION 1. The Commission agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with N.J.S.A. (R.S.) 52:14-15-9e as amended.

SECTION 2. A check off shall commence for each employee who signs an authorization card, supplied by the Association and verified by the Commission, beginning with the first paycheck of the month next following the date of receipt of authorization by the Commission.

SECTION 3. The Association will provide the necessary "check-off" authorization form and will secure the signatures of its members on the forms and deliver the completed forms to the Finance Department.

SECTION 4. The Association shall save harmless the Commission and its agents from all claims, demands, suits or other forms of liability which may arise from the processing of these forms and the deduction made except for errors made by the Commission and/or its agents. Submission of such forms and any official notification by the Association of change in deductions is solely the responsibility of the Association.

SECTION 5. The Association further agrees to certify to the Commission, in writing, any change in the rate and terms of deduction of the Association, signed by the Secretary-Treasurer. Such change shall become effective with the first paycheck of the month next following the date of receipt by the Commission.

SECTION 6. Any dues deduction authorization may be withdrawn by the filing of notice of such withdrawal with the Association and Commission. The withdrawal shall be effective to halt deductions in accordance with N.J.S.A. (R.S.) 52:14-15.9e as amended.

SECTION 7. The Association recognizes its responsibility to represent any employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit and shall apply to all employees whether or not they are members of the Association.

SECTION 8. When an employee moves from part-time to a full-time toll, union membership/dues deduction shall continue without interruption. The probationary status of the employee shall not be affected by this section.

SECTION 9. The Commission agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

SECTION 10. The deduction shall commence for each employee who elects not to become a member of the Association in accordance with N.J.S.A. 34:13A-5.8.

SECTION 11. The Association shall indemnify, defend and save the Commission harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Commission in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Commission, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

SECTION 12. The Commission agrees to an agency fee of eighty-five percent (85%) only so long as such provision may be lawfully enforced. In the event such provision may not be enforced, or is changed by law, the parties will enter into negotiations on this Article (as the sole exception to other applicable provisions set forth in this Agreement).

## **ARTICLE 14 – Mileage**

SECTION 1. MILEAGE. Mileage for Bridge Commission business shall be reimbursed at the maximum nontaxable rate set by Internal Revenue Service regulations and shall be adjusted within thirty (30) days of the date of any change in such rate made by the Internal Revenue Service. Mileage requests must be approved by an authorized signer submitted on the proper form. The Executive Director shall establish a policy for determining Bridge Commission business for mileage purposes.

## **ARTICLE 15 - Grievance Procedure**

SECTION 1. In order that the grievance procedure can operate smoothly and expeditiously for the best interest of both parties to this Agreement, it is agreed that one (1) person in the Association from each bridge shall be delegated to process grievances and disputes. Their names will be placed on file with the Commission's Human Resources Director.

The Commission's Human Resources Director shall maintain a file of the grievances and disputes and be the liaison representative for the Executive Director and the Commission on all personnel matters with the Association. He/she shall maintain a close working relationship with all the employees and Association Officials and members of the Association. He/she shall aid and assist all employees, by advice and counsel, regarding their employment with the Bridge Commission.

SECTION 2. Whenever an employee or group of employees has a question, dispute or matter of complaint which concerns their conditions of employment they shall, within fifteen (15) days of the occurrence of the grievance follow the ensuing procedure.

STEP 1. A grievance shall first be discussed with the immediate supervisor within the aforementioned fifteen (15) days of its occurrence. Immediate supervisor ("Immediate Supervisor") is defined to be the supervisor for Maintenance employees and the Director of Public Safety for Dispatch employees. The employee shall do this in the company of the Steward or other Association representative. Persons involved will make every effort to resolve the problem at this level. If required, the supervisor shall make whatever investigation is necessary and shall give an answer orally to the employee and the Association within fifteen (15) working days after the date of discussion.

STEP 2. If the employee is dissatisfied with the decision the grievance may be submitted, in writing, to his/her Immediate Supervisor within fifteen (15) working days after receipt of the response at Step 1. Such complaint shall stipulate the specific nature of the grievance, the result of the previous step, and the basis of dissatisfaction with the first-step answer. In order that a fair and just decision can be made, the management person shall hold a meeting with the employee, an Association representative, and any other person he/she feels will help solve the problem. The management person shall render a decision within fifteen (15) working days after the meeting.

STEP 3. If the employee is still not satisfied, he/she may proceed to submit the problem to the Executive Director by sending him/her a copy of the original grievance and the written answer received at Step 2, requesting a hearing. The Executive Director, or his/her designee, shall hold a hearing with the employee, his/her Steward, and an officer of the Association within fifteen (15) calendar days of receipt of the appeal. All parties shall have a right to present witnesses and evidence in support of their position. The Executive Director, or his/her designee, shall render a decision in writing within fifteen (15) working days after the hearing. The Executive Director's designee shall not be the same person used in Step 2 and shall be someone with higher authority than the person used in Step 2.

STEP 4. Only if a grievance constitutes a controversy arising over the application, interpretation, or alleged violation of the terms and conditions expressed in this Agreement, may the Association take the matter to Arbitration by serving written notice on the Executive Director and the Disputes Settlement Division of the Public Employment Relations Commission. Selection of an arbitrator shall be in accordance with Public Employment Relations Commission rules. The fees and expenses of the arbitrator shall be paid by the loser of the case. All other expenses and costs, including those involving counsel and witnesses, shall be paid by the party incurring same. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her involved in this grievance. The arbitrator shall also be bound by applicable law and shall have no authority to add to, modify, detract from or alter in any way the provisions of this Agreement. The decision of the arbitrator shall be in writing with reasons therefore.

SECTION 3. With respect to Steps 3 and 4 of the grievance procedure, an employee and/or the Association must submit the grievance to the Executive Director and/or request arbitration within fifteen (15) working days after receipt of the decision at the prior step. The time limits set forth herein may be extended by mutual consent of the parties.

Failure on the part of the employee and/or Association to comply with the time limitations set forth at each step of the grievance procedure shall be deemed to be a waiver by the employee and/or Association of any right to continue to the next step. Failure on the part of the Commission to comply with the time limitations for responses shall be deemed a denial of said grievance, and permit the employee and/or Association to proceed to the next step of the grievance process.

SECTION 4. Whenever the words "day," "days," or "working days" are used, weekends and holidays are excluded.

## **ARTICLE 16 - Disciplinary Action**

SECTION 1. Each employee should clearly understand the rules and regulations promulgated by the Commission. Copies of rules and regulations shall be presented to each member of the Bargaining Unit and to all newly-employed personnel. Employees will be notified of any changes in the rules and regulations.

Each employee is obligated to conform, comply, and to carry out these rules and regulations. Violations by omission or commission shall constitute reasonable cause for the initiation of disciplinary action. The Executive Director, or the Executive Director's designee, shall be responsible for the communication of all changes, modifications or amendments to the employees.

SECTION 2. The Executive Director shall have the right to discipline an employee for just cause. In order to insure fairness and equity of disciplinary action, discipline procedures must be instituted within one month of the date the Executive Director learns of the facts on which the discipline is based, but no more than two (2) years from the date of the incident on

which the incident is based. To assure that discipline is administered as promptly and reasonably as possible, the procedures set forth hereafter shall be followed.

SECTION 3. Employees to be disciplined shall be notified in writing. The notice shall contain:

- (a) The date of the notice.
- (b) The date the notice has been served on the individual.
- (c) The charges against the individual.
- (d) The specifics of the charges including, but not limited to, the date(s) of any alleged offense(s) and the nature of the offense together with the rule, regulation, or procedure violated.
- (e) The extent of the proposed disciplinary action (number of days suspension, discharge, etc.).
- (f) If applicable, notice that the employee has the right to appeal the discipline and request a hearing.

SECTION 4. In Disciplinary Action matters involving a suspension of five (5) working days or less, the employee shall have no right of review of the decision of the Executive Director. The employee and a union representative shall be entitled, upon request, to a meeting with the Executive Director, or person designated by the Executive Director, prior to the imposition of a suspension of five (5) working days or less.

SECTION 5. In Disciplinary Action matters involving a suspension of more than five (5) working days, provided the employee so requests, a hearing will be conducted by an Independent Hearing Officer designated by the Commission Chairman.

Upon the designation of a Hearing Officer-Commissioner, he/she shall convene a hearing at the earliest date mutually agreeable to the parties, including the Association representative. The Hearing Officer-Commissioner shall render a written decision within ten (10) working days of the hearing. The employee shall have the right to appeal from such decision to the Commission by notifying the Commission, in writing, through the Executive Director, within ten (10) working days after receipt of the hearing officer's decision. In the event of such an appeal, the Commission shall render a decision at or before the next succeeding Commission meeting.

SECTION 6. At all hearings, the employee shall have the right to be present, to be accompanied and represented by a person of his/her own choosing, including an attorney-at-law, but without expense to the Commission. Such employee shall be confronted with the witness(es) against him/her, may cross examine any or all of such witnesses, may testify in his/her own behalf, but shall not be required to testify, and may produce any other witness(es), all of whom shall be subject to cross examination. Co-workers may attend any hearing as a witness and management will require such employee to attend and compensate the employee(s) for required attendance. The attendance of any other witnesses shall be at no expense to the Commission. All hearings shall be documented by stenograph or tape recorder. Such records shall be kept pending the outcome of any appeal.

SECTION 7. The Commission agrees to notify the Association, in writing, of its disciplinary action against employees subject to this Agreement and recognizes the Association's right to represent these employees. The Commission further agrees to notify the employee when any derogatory material with respect to his/her conduct or service is placed in his/her personnel file.

SECTION 8. It is understood that any disciplinary action, initiated by the Commission, against any member of the Association, does not constitute grievable matters.

SECTION 9. The Commission, or any of its agents, may remove from Commission property any employee who is unfit for duty or who shall jeopardize the safety and welfare of the public or any person.

SECTION 10. The Executive Director or his/her delegated authority, shall have the right to suspend immediately any employee for an alleged criminal violation during the pendency of his/her trial. Said criminal violation shall not include those violations which customarily come within Title 2A:170 (Disorderly Persons). Notification of suspension shall be given to the President of the Association within 24 hours. Such information shall remain confidential until it may be officially released.

SECTION 11. The time limits set forth herein for filing and appealing may be extended by mutual consent of the parties. Failure on the part of the Commission to reply within the time limits for responses shall be deemed as forfeiture of the Commission's right to further proceed with disciplinary action against an employee.

## **ARTICLE 17 - Association Representation**

### **SECTION 1.**

(a) The Association shall file in writing, with the Commission, the names of the elected representatives of the Association. Upon prior notice to and authorization of the Commission's Representatives, the Officers so designated shall be permitted to visit any Commission facility.

(b) The Association further agrees to file in writing the name of an authorized employee on each Bridge (Palmyra and Burlington) delegated to represent and handle Association matters at that Bridge.

SECTION 2. The Commission agrees to pay Association representatives, that are employees of the Burlington County Bridge Commission, for time spent during their regular work hours in the processing of valid grievances, contract negotiations and/or the defense of any employee in Disciplinary Action, on either Bridge (Palmyra or Burlington), limited to not more than one (1) representative at one time.



SECTION 3. The Commission, in its discretion, agrees to release from work assignment, without pay, Association representatives for the purpose of meeting with Commission representatives in all matters not referred to in Section 2 above.

SECTION 4. The Commission, in its discretion, agrees to consider a release from work assignment, without pay, of representatives for such other matters, upon written request, as indicated in said request. The Commission shall release from work assignment, with pay, one representative of the Maintenance Department, for a period of three (3) days each year, to attend and participate in the N.J. State AFL/CIO Convention and one representative, for a period of five (5) days, every other year to attend the International Federation of Professional and Technical Engineers, AFL/CIO International Convention.

## **ARTICLE 18 - Working Conditions**

SECTION 1. The Commission and the Association agree to cooperate in providing measures which will continue to make employees' working conditions and surroundings pleasant. The Association agrees that all employees shall care for and make proper use of tools, equipment and clothing issued by the Commission. Destruction of or abuse of Commission property shall be cause for disciplinary action.

SECTION 2. Employees, except during emergencies, and so long as employees are mentally and physically capable, shall be assigned work within their job description as set forth in Article XIX and the terms of this Agreement.

SECTION 3. An employee shall notify his/her supervisor of all hazardous safety conditions.

SECTION 4. Each employee shall be responsible to his/her immediate supervisor, or person in charge of his/her work assignment, except in cases of emergency.

## **ARTICLE 19 - Job Description**

SECTION 1. The list of Job Descriptions incorporated in this Agreement are:

Electronic Technician	Maintenance Person
Electrician	Utility Person
Equipment Mechanic	Job Leader
Laborer/Custodian	Dispatcher

SECTION 2. Copies of these job descriptions are on file in the Burlington County Bridge Commission's Human Resources office and with the Association.

## **ARTICLE 20 - Mutual Cooperation**

SECTION 1. The Association and the Commission agree that mutual cooperation is necessary for the Commission to carry out its public responsibility of maintaining a high level of service to the public.

SECTION 2. The parties agree to resolve problems arising from differences through the Grievance and Disciplinary Action procedures contained herein.

SECTION 3. The parties agree that the pursuit of harmonious relations between the Association and the Commission is the continuing intent of the parties, recognizing the mutual responsibility of each under Chapter 303, P.L. 1968.

SECTION 4. The Commission agrees that the provisions of this Agreement shall be carried out in all respects through the term of this Agreement and assures the Association compliance by its personnel.

SECTION 5. The Association agrees that this Agreement was reached in good faith pursuant to Chapter 303, P.L. 1968, and to abide by the terms and conditions of this Agreement through the term of the Agreement.

SECTION 6. The Association further agrees that, during the term of this Agreement, it shall cause no strikes, work stoppages, slow-downs, or other acts of disharmony contrary to the intent of this Agreement or Law. The Association agrees that it has full responsibility for any such acts on the part of its members.

SECTION 7. In the event of any such acts enumerated in Section 6 of this Article, the Association agrees that any and all such members so engaged shall be immediately subject to disciplinary or dismissal action. The Association further agrees that it will immediately notify all its members that any such action is not sanctioned by the Association and that the Association joins with the Commission in insisting that all employees cease and desist immediately.

SECTION 8. The Association further agrees that the Commission shall have any and all recourse in law to restore normal working operations, including action against individual employees, the Association and its representatives.

SECTION 9. The Association acknowledges that the employees represented by the Association are public employees within the meaning of Article I, Paragraph 19 of the New Jersey Constitution (1947), and, while entitled to the rights and privileges guaranteed public employees under the law, such employees are subject to the limitation upon their rights established by law.

## **ARTICLE 21 - Commission Rights, Jurisdiction and Maintenance of Standards**

SECTION 1. It is agreed that the customary and usual rights, powers, functions and authority of management are vested in management officials of the Commission. Included in this responsibility, but not limited thereto, is the right, in accordance with applicable laws, to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions, the right to suspend, discharge, demote or take other disciplinary action, and the right to release employees from duties because of lack of work and other legitimate reasons.

SECTION 2. The Commission shall retain the right to maintain efficiency of the operations by determining, in its discretion, the methods, the means, and the personnel by which such operations are conducted and shall also have the right to take whatever actions are necessary to maintain the continuous operations and maintenance of the Palmyra, Burlington and Riverside/Delanco Bridges, and all other facilities under the jurisdiction of the Burlington County Bridge Commission, to the best interest of the general public.

SECTION 3. The right to make reasonable rules and regulations shall be considered acknowledged functions of the Commission. In making rules and regulations relating to personnel policies, procedures, and practices and matters of working conditions, the Commission shall give due regard and consideration to the obligations imposed by this Agreement.

SECTION 4. The Commission, in its discretion, shall continue to exercise exclusive jurisdiction in determining the number of employees required and assigned at all facilities. The Commission shall continue to determine the number and classifications of all personnel and equipment required to properly operate and maintain the bridges, and all other facilities under its jurisdiction, the number of employees and equipment required for the performance of any particular operation in any building or location, and the assignment of personnel for special tasks outside of their normal assignment. In addition thereto, the Commission shall continue to determine the necessity of shifting personnel to other than assigned duties or locations on any day or days or nights. The Commission shall also continue to determine the number of part-time and temporary employees required and the location to which such personnel shall be assigned.

SECTION 5. The Commission shall continue to exercise exclusive jurisdiction in determining the necessity for the use of outside contractors and the rental of equipment, including operators, when required in its judgment. It shall also continue to determine the items of work to be performed by outside contractors.

SECTION 6. This Agreement shall be binding upon the parties hereto, their successors and assigns.

## **ARTICLE 22 - Legal Application**

SECTION 1. Either party to this Agreement may seek legal relief or enforcement of the provisions herein.

SECTION 2. In the event that any provision of this Agreement between the parties shall be held by operation of law, or by a court or administrative agency of competent and final jurisdiction, to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby, but shall be continued in full force and effect.

SECTION 3. It is further agreed that, in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate, concerning the modification or revision of such clause or clauses.

SECTION 4. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

### **ARTICLE 23 - Use of Commission Property**

SECTION 1. When requested in writing, the Commission will allow the Association to conduct meetings on Commission property at the sole discretion of the Commission. In cases of emergency a verbal request will be honored, subject to written confirmation being filed with the Commission.

SECTION 2. The Commission will provide bulletin boards and/or provide space at each Bridge for use by the Association for posting announcements and notices relating to meetings and official Association business. All notices shall contain only matters of official business, and shall be non-political in nature. All notices shall be approved for posting and signed by an Association officer or his designee.

SECTION 3. The Commission shall maintain bulletin boards and/or space at each bridge for the purpose of posting general directives and notices. All employees, during any tour of duty, shall be deemed to have read and to have become familiar with all items posted as if they had signed such notice. Copies of such bulletin board notices shall be given to the Association representative on each bridge. All official notices so posted shall be signed or approved by a Commission representative.

### **ARTICLE 24 - Pension and Retirement**

SECTION 1. The applicable Retirement Policy adopted by the Bridge Commission is incorporated in this Agreement, subject to the laws of the State of New Jersey pertaining to the Public Employees' Retirement System.

SECTION 2. Full-Time employees retiring after March 31, 2006, shall be eligible for employer paid retiree health benefits if they meet the eligibility criteria for retirees under the NJSHBP covering comparable employers, which criteria presently are either receipt of a disability pension, 25 years PERS-credited service, or 15 years credited full-time service with the

Commission and age 62, in each case as set forth more fully in the statute. If they do not qualify as stated above, they do not receive retirement health care. If they do qualify as stated above, they receive employer-paid healthcare, or healthcare with contributions, depending upon the applicable requirements of P.L. 2011, Chapter 78 or other applicable law.

If qualified under these eligibility criteria:

Below age 65 – Health Insurance, and Prescription Coverage, under the same terms and conditions as active Commission employees, to the extent permitted by law.

Age 65 and Over – Health Insurance and Prescription Coverage in accordance with the plan as currently being provided at the time of the signing of this contract by the Burlington County Insurance Commission (HIF), . In addition, the Commission will contribute one-half the cost of the standard Medicare Part B Premium for the retiree and retiree's spouse, if applicable.

SECTION 3. The surviving spouse of a retiree who worked twenty-five (25) years or more with the Commission, or the surviving spouse of an employee who retired under the State of NJ, PERS, with disability retirement due to a job related disability, will receive seven (7) years of paid health benefits and the surviving spouse of a retiree who worked twenty (20) years or more with the Commission, , will receive five (5) years of paid health benefits. A spouse currently participating in free healthcare, will continue at the number of years given upon death of retiree.

SECTION 4. This Agreement is to be read consistently with applicable law, and may not be read to require an act or omission contrary to law.

## **ARTICLE 25 - Health Coverage**

SECTION 1. All active employees, who have not withdrawn from the Commission's health insurance program shall contribute towards the cost of health insurance, on a pre-tax basis, in accordance with the requirements of P.L. 2011, Chapter 78 or other applicable law. Employee contributions towards health insurance shall not be less than the contributions required by P.L. 2011, Chapter 78 as of the date of the execution of this contract. All retirees with less than twenty (20) years of creditable service in one or more state or locally administered retirement systems as of June 28, 2011, and who subsequently retire after the signing of this contract, shall make health care contributions during retirement in accordance with any applicable requirements of P.L. 2011, Chapter 78 or other applicable law. Using the retiree's retirement allowance as if it was base salary for the purpose of calculating the contributions required by P.L. 2011, Chapter 78 or other applicable law. Employees' contributions towards health insurance shall not be less than the contributions required by P.L. 2011, Chapter 78 as of the date of the execution of this contract. .

(a) The Commission shall continue to maintain its health insurance for active employees, and retirees, through the Burlington County Insurance Commission (HIF), or an equal to or better program, plan or provider, in accordance with the plan as it exists as of the signing of this

contract. Nothing in this contract prevents the Commission for changing health insurance providers.

SECTION 2. Subject to the provisions of P.L. 2011, Ch. 78, or other applicable law, the Commission agrees to provide a full-family Dental Plan with an annual maximum of \$2,000 with coverage for silver or porcelain/composite fillings, extractions, and gum disease equal to 80%, and Orthodontics coverage with a maximum of \$1,500.00. Retirees are not provided with this coverage.

SECTION 3. Subject to the provisions of P.L. 2011, Ch. 78, or other applicable law, the Commission agrees to provide a Prescription Medicine Plan., in accordance with the plan as it exists as of the signing of this contract or an equal to or better plan. Nothing in this contract prevent the Commission from changing Prescription Medicine program, plan or providers.

SECTION 4. Subject to the provisions of P.L. 2011, Ch. 78, or other applicable law The Commission shall provide a Vision Care Plan through the use of participating doctors to provide 100% of cost for examinations, lenses and frames every 12 months. Retirees are not provided with this coverage.

SECTION 5. Full-time employees will have the opportunity on an annual basis to opt out of all health plan coverages, including health, prescription, dental and vision. Employees who choose this option and can provide proof of alternative coverage shall receive \$150 per pay period for each year he/she disavows benefits. Employees who want to exercise this option must provide notice to the Commission between December 1st and December 15th for the following calendar year. Use of this option shall be subject to the permission of the employer, which shall not be unreasonably denied.

SECTION 6. The Commission shall provide an Employee Assistance Program.

SECTION 7. Certificates of Insurance and brochures will be given to all employees. Details of policies shall be available for examination at all times in the Human Resources Department. Insurance coverage shall be contingent upon proper and timely enrollment in the program by employees and shall commence only on the date of eligibility and upon the filing of written notice with the Commission's Human Resources Department.

SECTION 8. The Commission reserves the right to change insurance carriers, products within existing carriers, or to self-insure so long as substantially similar benefits are provided and there is no loss of coverage to employees.

SECTION 9. Surviving dependents of future deceased employees shall be extended healthcare coverage after the present policy for extension of coverage has expired, based on the following service schedule:

One (1) Year:	Employees with between one and under two years of service or until remarriage of spouse;
Two (2) Years:	Employees with between two and under three years of service, or until remarriage of spouse;
Three (3) Years:	Employees with between three and under four years of service, or until remarriage of spouse;
Four (4) Years:	Employees with between four and under five years of service, or until remarriage of spouse;
Five (5) Years:	Employees with five (5) or more years of service, or until remarriage of spouse.

SECTION 10. The spouse/dependents understand that they must contribute towards this insurance based on what the employee was contributing at the time of their death.

SECTION 11. This Agreement is to be read consistently with applicable law, and may not be read to require an act or omission contrary to law.

SECTION 12. Pursuant to P.L. 2011, Chapter 78, or other applicable law the Commission shall provide a Flexible Spending Account (FSA) to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical, prescription, vision and dental expenses not otherwise covered by the Commission's Health Benefit Plans, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. §125.

## **ARTICLE 26 - Sick, Accident, and Life Insurance**

SECTION 1. The Commission will process the enrollment of all employees under the State Disability Fund with payments to the Fund to be made in accordance with the provisions of that Fund.

SECTION 2. The Commission shall provide life insurance with a death benefit of at least \$10,000, and an accidental death benefit of at least \$10,000 at no cost to the employee.

## **ARTICLE 27 - Workman's Compensation Benefits**

SECTION 1. The Burlington County Bridge Commission Resolution No. 66-13, dated May 18, 1996, in the official Bridge Commission minutes, is incorporated as part of this Agreement. It covers the policy affecting pay benefits for Bridge employees who are receiving workers' compensation payments.

SECTION 2. The Burlington County Bridge Commission will provide supplemental payments to all employees on workers' compensation to guarantee that the employee will not take home less pay than they would if they were working their normal pay period.

## **ARTICLE 28 - Shoes and Uniform Allowance**

SECTION 1. For Years 1 and 2 of the Contract period, the Commission agrees to provide to the employees one pair of shoes per year (paid for in full by the Commission, as long as the Employee buys from the vendor designated by the Commission). After Year 2 shoe allowance shall be terminated; employees shall be responsible to provide their own department approved shoes. Beginning in Year 3 of the Contract the dry cleaning allowance shall be terminated. It is important to note that for the avoidance of doubt and confusion the Commission and Association understand and agree that the Uniform Allowance and Dry Cleaning Allowance based on the other promises and considerations of this agreement have been permanently eliminated.

SECTION 2. For Years 1 and 2 of the Contract period, the Commission agrees to pay the Dispatch employees \$330 for uniform cleaning allowance. Beginning in Year 3 of the Contract the dry cleaning allowance shall be terminated. It is important to note that for the avoidance of doubt and confusion the Commission and Association understand and agree that the Uniform Allowance and Dry Cleaning Allowance based on the other promises and considerations of this agreement have been permanently eliminated.

## **ARTICLE 29 - Tuition Refund Program**

The Commission provides a Tuition Refund Program for all full-time employees as follows:

- (a) An employee must apply for a reimbursable program at least 30 days prior to the beginning of a course.
- (b) The course(s) to be taken must be connected with the employee's present position or a position currently in use at the Commission.
- (c) All requests are subject to approval of the Commission which approval will not be unreasonably be denied.
- (d) Reimbursement shall be conditioned upon the following:
  - 1. The employee attends 80% of the classes.
  - 2. The employee receives at least a "C" grade average.
- (e) The Tuition Refund Program shall apply to any college, university, county college, adult high school or trade school.



- (f) There is a \$500.00 maximum per employee per Contract Year. For Contract Years 1 and 2, the reimbursement in (f) equals a maximum of \$250 per employee per Contract Year.

### **ARTICLE 30 - Term and Cost of Agreement**

SECTION 1. This Agreement shall be effective as of October 1, 2014. It shall be binding upon the Commission and the Association through September 30, 2018, and thereafter, from year to year, unless either party hereto shall notify the other, in writing, at least one hundred twenty (120) days prior to the expiration of the term or any extended term of the Agreement, of a desire to make a change in the Agreement or renegotiate a new contract.

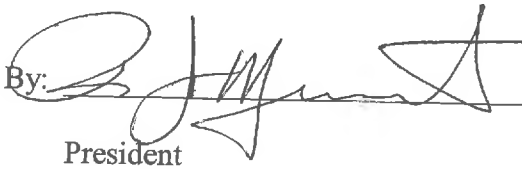
SECTION 2. If either party gives notice to the other pursuant to Section 1 of this Article, then within ten (10) days from the service of said notice, representatives of the Commission and the Association shall meet to begin discussions and negotiations.

SECTION 3. The Commission agrees to pay the cost of making copies of this Agreement to be distributed to all employees of the bargaining unit.

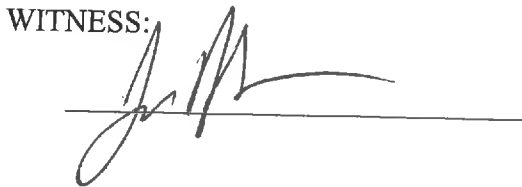
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under their hand and seal.


LOCAL 194A, INTERNATIONAL  
FEDERATION OF PROFESSIONAL  
AND TECHNICAL ENGINEERS,  
AFL/CIO (Maintenance and Dispatch  
Employees)

BURLINGTON COUNTY BRIDGE  
COMMISSION

By:   
President

By:   
JOHN COMEGNO  
Chairman

WITNESS: 

By:   
KATHLEEN WISEMAN  
Secretary

## **EXHIBIT A - MAINTENANCE REVIEW CRITERIA**

1. ATTENDANCE
2. INITIATIVE
3. ATTITUDE
4. CARE OF TOOLS AND EQUIPMENT
5. COMPLETES TASKS IN A TIMELY MANNER
6. JOB ABILITY
7. DEMONSTRATES THE ABILITY TO COOPERATE
8. QUALITY OF WORK

JOB PERFORMANCE = TOTAL SCORE

Each category is based on 12.5 scoring system. All categories are equal.

### **Scoring System Breakdown**

Outstanding	12.5	-	10.0 points
Good	9.9	-	7.5 points
Satisfactory	7.4	-	5.0 points
Needs Improvement	4.9	-	2.5 points
Unsatisfactory	2.4	-	0.0 points

<b>Outstanding</b>	Performance is exceptional in all areas and is recognizable as being far superior to others.
<b>Good</b>	Results clearly exceed most position requirements. Performance is of high quality and is achieved on a consistent basis.
<b>Satisfactory</b>	Competent and dependable level of performance. Meets performance standards of the job.
<b>Needs Improvement</b>	Performance is deficient in certain areas, improvement is necessary.
<b>Unsatisfactory</b>	Results are generally unacceptable and require immediate improvement.